

**Agreement Between  
ALEC, Inc.  
and  
BellSouth Telecommunications, Inc.**

**THIS AGREEMENT** is made by and between ALEC, Inc. (ALEC), a Kentucky corporation, and BellSouth Telecommunications, Inc. (BellSouth), a Georgia corporation. This Agreement may refer either BellSouth or ALEC or both as a "Party" or "Parties".

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, ALEC is a competitive local exchange carrier authorized to provide telecommunications services in the state(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, BellSouth and ALEC have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (New Agreement) to replace the existing interconnection agreement between the Parties, which expired on January 3, 2006, (Expired Agreement) and;

WHEREAS, until such time as the Parties execute the New Agreement, BellSouth and ALEC shall continue to operate under the rates, terms and conditions of the Expired Agreement, except as set forth below; and

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties are to delete Section 20.1 of General Terms and Conditions and replace as follows:

- 20.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 10<sup>th</sup> floor  
Birmingham, AL 35203

and

ICS Attorney  
Suite 4300  
675 West Peachtree Street  
Atlanta, GA 30375

**ALEC, Inc.**

Mark Hayes  
250 West Main Street  
Suite 1920  
Lexington, Kentucky 40507  
Electronic Mail: [mhayes@alec.net](mailto:mhayes@alec.net)  
Telephone Number: 859-254-9667

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

2. The Parties agree to replace section 7.1.4 and its subsections through section 7.1.4.3.4 of Attachment 3 of the Interconnection Agreement with the language set forth below.
  - 7.1.4 The Parties shall compensate each other for the costs of transporting and terminating all Local Traffic and ISP-bound Traffic as follows:
    - 7.1.4.1 The Parties agree that the applicable single rate identified in 7.1.4.1.1 below, which is also set forth in Exhibit A to this Attachment, will be the only rate applicable for the call transport and termination of Local Traffic and ISP-bound Traffic in accordance with the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand) and through the expiration date of this Agreement. However, the elemental rates set forth in Exhibit A of this Attachment shall apply through the term of this Agreement for Multiple Tandem Access, as described in Sections 4.10.1.5 above, and Transit Traffic, as described in Section 7.6.1 below.
      - 7.1.4.1.1 The minute of use rate applicable to the compensation of Local Traffic and ISP-Bound Traffic shall be that rate approved by the FCC in the ISP Order on Remand, which is \$.0007 per minute of use.
    - 7.1.4.3 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound Traffic for which one Party may bill the other shall be capped as follows:
      - 7.1.4.3.1 For ISP-bound Traffic exchanged through the Expiration Date of this Agreement, compensation as set forth above shall be billed by the terminating Party to the originating Party on the ISP-bound minutes up to a ceiling of ISP-bound minutes, which shall be calculated as set forth in the ISP Order on Remand. The Parties have exchanged data to determine the appropriate volume of minutes to be utilized.

7.1.4.3.2 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party.

3. This Agreement shall be deemed effective August 1, 2005.
4. All of the other provisions of the Agreement, dated January 4, 2003, shall remain in full force and effect.
5. The term of this Agreement shall be one year or until the Parties execute the New Interconnection Agreement, whichever is sooner.
6. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 5/1/06

**ALEC, Inc.**

By: Mark J. Hayes

Name: Mark J. Hayes

Title: President CLEC SAs

Date: April 20 2006